

SKADDEN, ARPS, SLATE, MEAGHER & FLOM

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RECORDATION NO. 16540-F FILED 1425  
OCT 31 1989 -5 15 PM  
INTERSTATE COMMERCE COMMISSION

RECORDED BY

FILED 1425

OCT 31 1989 -5 15 PM

INTERSTATE COMMERCE COMMISSION

BOSTON  
LONDON  
LOS ANGELES  
NEW YORK  
SAN FRANCISCO  
TOKYO  
WASHINGTON, D.C.  
WILMINGTON

October 30, 1989

9-305A001

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

*#300 - filing fee*

- Re: 1) First Amendment To Lease Supplement  
No. 1 *-16540-F*  
2) First Amendment To Security Agreement  
and Trust Indenture  
Supplement No. 1 *16570-G*

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instruments, in four (4) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$30 recordation fee.

The Equipment Lease Agreement (the "Equipment Lease Agreement") dated as of September 15, 1989, relating to Itel Rail Trust No. 89-3, has been previously recorded under recordation number 16540.

The parties to the Equipment Lease Agreement are listed below:

First Security Bank of Utah, N.A.,  
as Owner Trustee under  
Itel Rail Trust No. 89-3  
(Lessor)  
79 South Main Street  
Salt Lake City, Utah 84111

*16540-F*  
*16570-G*  
*16540-F*

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Itel Rail Corporation (Lessee)  
55 Francisco Street  
San Francisco, California 94133

The Equipment Lease Agreement sets forth the terms upon which the Lessor will lease to Lessee certain railroad rolling stock to be identified in lease supplements thereto, and First Amendment To Lease Supplement No. 1 (as defined below) recorded herewith covers such railroad rolling stock now leased.

6540 -F  
The First Amendment To Lease Supplement No. 1 ("First Amendment To Lease Supplement No. 1") dated as of September 29, 1989 should be recorded as -F of the same recordation number as the Equipment Lease Agreement.

The parties to the First Amendment To Lease Supplement No. 1 are the same as in the Equipment Lease Agreement, and the First Amendment To Lease Supplement No. 1, among other things, identifies the railroad rolling stock covered by the Equipment Lease Agreement.

The Security Agreement and Trust Indenture (the "Security Agreement and Trust Indenture") dated as of September 15, 1989 has been previously recorded as -B of recordation number 16540.

The parties to the Security Agreement and Trust Indenture are as follows:

First Security Bank of Utah, N.A.;  
as Owner Trustee under  
Itel Rail Trust No. 89-3 (Owner Trustee)  
/"Assignor"  
79 South Main Street  
Salt Lake City, Utah 84111

Continental Bank, National Association,  
as Indenture Trustee (Indenture Trustee)  
/"Assignee"  
231 South LaSalle Street, 7th Floor  
Chicago, Illinois 60697

The Security Agreement and Trust Indenture provides for a grant by the Owner Trustee to the Inden-

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ture Trustee of a security interest in the railroad rolling stock described in any Indenture Supplement thereto, and for an assignment by the Owner Trustee to the Indenture Trustee of the rights of the Owner Trustee under the Equipment Lease Agreement.

16 Sep - 6 The First Amendment To Security Agreement and Trust Indenture Supplement No. 1 ("First Amendment To Indenture Supplement No. 1") dated as of ~~October 30, 1989~~ <sup>SEPT 29 1989</sup> should be recorded as -G of recordation number 16540.

The parties to the First Amendment To Indenture Supplement No. 1 are the same as in the Security Agreement and Trust Indenture.

The First Amendment To Indenture Supplement No. 1 lists and describes the railroad rolling stock subject to Lease Supplement No. 1, as amended, which Lease Supplement No. 1 has been assigned by the Owner Trustee/Assignor to the Indenture Trustee/Assignee pursuant to the Security Agreement and Trust Indenture.

The railroad rolling stock covered by the documents, as listed above, is identified in the schedules to the First Amendment To Lease Supplement No. 1, a copy of which schedule is attached to this letter.

A short summary of the documents to appear in the ICC Index is as follows:

"Covers 114 center beam flat cars."

Once the filings have been made, please return to the undersigned the stamped counterparts of the First Amendment To Lease Supplement No. 1 and the First Amendment To Indenture Supplement No. 1 not required for filings purposes, together with the ICC fee receipt and the letter from the ICC acknowledging the filings.

Very truly yours,

*William J. Wilson*

WILLIAM J. WILSON

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October 30, 1989  
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Schedule 1 to  
ICC Transmittal Letter

Itel Rail Trust No. 89-3

UNITS DELIVERED ON THE FIRST DELIVERY DATE

<u>Number of</u> <u>Units</u>	<u>Size</u> <u>of Equipment</u>	<u>Manufacturer</u>	<u>Reporting</u> <u>Marks</u>
<u>Equipment Type E</u>			
114	73 Foot 100 Ton Center Beam Flat Car	Thrall Car Manufacturing Company	MR 30000- 30111 and 30115 - 30116

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/1/89

OFFICE OF THE SECRETARY

William L. Winson  
Skadden Arps, Slate Meagher & Flom  
333 West Wacker Drive  
Chicago, Illinois 60606 1285

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/31/89 at 5:15pm and assigned recordation number(s). 16540-F & 16540-G

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

165405  
OCT 31 1989 -5 15 PM  
INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO SECURITY AGREEMENT AND  
TRUST INDENTURE SUPPLEMENT NO. 1

FIRST AMENDMENT dated as of September 29, 1989 (the "First Amendment") between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity but solely as Owner Trustee (the "Owner Trustee") under IteI Rail Trust No. 89-3, and CONTINENTAL BANK, NATIONAL ASSOCIATION, a national banking association (the "Indenture Trustee"), to the SECURITY AGREEMENT AND TRUST INDENTURE SUPPLEMENT NO. 1 dated September 29, 1989 (the "Indenture Supplement") between the Owner Trustee and the Indenture Trustee.

A. Terms not otherwise defined herein have the respective meanings assigned thereto in the Indenture Supplement.

B. The Owner Trustee and the Indenture Trustee have executed and delivered the Indenture Supplement providing for the grant of a security interest in certain Equipment.

C. The Owner Trustee and the Indenture Trustee now desire to amend the Indenture Supplement in the respects, and only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Indenture Supplement is hereby amended by the deletion of Schedule 1 to the Indenture Supplement and the replacement of such schedule by the schedule attached hereto as Schedule 1. Any creation of any interest made under the Indenture Supplement as made effective on September 29, 1989 is hereby released and replaced simultaneously by the creation of a security interest made effective as of the date first written above.

2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Security Agreement and Trust Indenture No. 1 dated as of September 29, 1989" or the "Indenture Supple-

ment dated as of September 29, 1989", or may identify the Indenture Supplement in any other respect without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment, unless the context shall otherwise require.

3. This First Amendment shall be construed in connection with and as part of the Indenture Supplement, and all terms, conditions and covenants contained in the Indenture Supplement shall be and remain in full force and effect.

4. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and may be executed in any number of counterparts, each such counterpart constituting an original but all together one and the same instrument.

## Schedule 1

## Description

Re: ITEL Rail Trust No. 89-3

<u>Number of Units</u>	<u>Size of Equipment</u>	<u>Manufacturer</u>	<u>Reporting Marks</u>
<u>Equipment Type E</u>			
114	73 Foot 100 Ton Center Beam Flat Car	Thrall Car Manufacturing Company	MR 30000- 30111 and 30115-30116



IN WITNESS WHEREOF, the Owner Trustee has caused this First Amendment to be executed, and the Indenture Trustee in evidence of its acceptance of the trusts hereby created, has caused this Indenture Supplement to be executed on its behalf by one of its duly authorized officers.

FIRST SECURITY BANK OF UTAH, N.A.,  
not individually but solely as  
Owner Trustee under IteI Rail  
Trust No. 89-3

By Val J. Oite  
Its: ASSISTANT VICE PRESIDENT

AS OWNER TRUSTEE

CONTINENTAL BANK, NATIONAL ASSOCIATION

By \_\_\_\_\_  
Its: \_\_\_\_\_

AS INDENTURE TRUSTEE


IN WITNESS WHEREOF, the Owner Trustee has caused this  
F i r s t Amendment to be executed, and the Indenture Trustee in  
evidence of its acceptance of the trusts hereby created, has  
caused this Indenture Supplement to be executed on its behalf by  
one of its duly authorized officers.

FIRST SECURITY BANK OF UTAH, N.A.,  
not individually but solely as  
Owner Trustee under IteI Rail  
Trust No. 89-3

By \_\_\_\_\_  
Its: \_\_\_\_\_

AS OWNER TRUSTEE

CONTINENTAL BANK, NATIONAL ASSOCIATION

By  \_\_\_\_\_  
Its: Vice President \_\_\_\_\_

AS INDENTURE TRUSTEE

STATE OF UTAH                    )  
                                      ) SS  
COUNTY OF SALT LAKE        )

On this 30<sup>th</sup> day of October, 1989, before me personally appeared VAL T. ORTON, to me personally known, who being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT of FIRST SECURITY BANK OF UTAH, N.A., that said instrument was signed and sealed on October 30, 1989 on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires July 1, 1991

My commission expires:



STATE OF UTAH                    )  
                                      ) SS  
COUNTY OF SALT LAKE        )

On this \_\_\_\_ day of October, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of FIRST SECURITY BANK OF UTAH, N.A., that said instrument was signed and sealed on October \_\_\_\_, 1989 on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires:

STATE OF ILLINOIS                )  
                                      ) SS  
COUNTY OF COOK                 )

On this 26th day of October, 1989, before me personally appeared Robert S. Clark, to me personally known, who being by me duly sworn, says that he is a Vice President of CONTINENTAL BANK, NATIONAL ASSOCIATION, that said instrument was signed and sealed on October 26th, 1989 on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: October 29, 1990

"OFFICIAL SEAL"  
CAROL COHEN  
Notary Public, State of Illinois  
My Commission Expires 10-29-90